

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JUDD BURSTEIN, P.C.,

Plaintiff,

Civil Action No.15-cv-5295

-- against --

COMPLAINT

RAYMOND A. LONG,

Defendant.
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Plaintiff *pro se* Judd Burstein, P.C. (“JBPC”), complaining of the Defendant Raymond A. Long (“Defendant”) , as and for its Complaint, alleges as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) in that this is a civil action between citizens of different states where the amount in controversy exceeds \$75,000.

2. This Court has personal jurisdiction over Defendant pursuant to the retainer agreement (“Retainer Agreement”) underlying this action (Exhibit A hereto) in which Defendant “irrevocably submitt[ted himself] to the jurisdiction of the Courts of the State of New York....”

3. Venue lies in this District pursuant to 28 U.S.C. § 1391(b)(2) and (b)(3) in that (a) a substantial part of the events giving rise to Plaintiff’s claim against Defendant occurred in this District, and (b) the Retainer Agreement provides that “[a]ny dispute arising out of or related to this Retainer Agreement may be litigated only in the Federal or State Courts located in New York County, New York.”

PARTIES

4. Plaintiff JBPC is a professional corporation engaged in the practice of law. It is organized under the laws of the State of New York, and maintains its principal place of business in New York County, New York.

5. On information and belief, Defendant Raymond A. Long is a citizen of the State of Florida.

PLAINTIFF'S CLAIM FOR RELIEF

6. On or about May 14, 2013, the parties entered into the Retainer Agreement for JBPC to represent Plaintiff in two litigations in the United States District Court for the District of Vermont (and potentially a third action if JBPC concluded that it could move forward with it consistent with JBPC's obligations under Fed. R. Civ. P. 11.).

7. The details of the Retainer Agreement are set forth in Exhibit A hereto, which is incorporated by reference herein.

8. The Retainer Agreement provided, in relevant part:

You have the absolute right to cancel this Retainer Agreement at any time prior to the conclusion of the Primary Litigations. If you were to discharge JBPC as your attorneys..., or if JBPC were to secure a court order permitting it to withdraw its representation of you, a fair and reasonable fee, which may include the return of some or all of the flat fee, would be determined in accordance with legally accepted standards.

9. In the Spring and Summer of 2015, the attorney-client relationship between JBPC and Defendant broke down in light of a clear level of discomfort in JBPC's daily interactions with Defendant, and in the context of potential ethical concerns under the Vermont Rules of Professional Responsibility. (*See* Exhibit B, attached hereto). JBPC therefore filed a motion to withdraw as

counsel for Defendant, which Defendant frivolously opposed even though he conceded, in his own motion papers, that his relationship with JBPC was “shattered.”

10. On July 8, 2015, the United States District Court for the District of Vermont granted JBPC’s motion to withdraw as Defendant’s counsel. A copy of the Court’s order is annexed hereto as Exhibit B and incorporated by reference herein.


11. JBPC is now entitled to recover a fair and reasonable fee in *quantum meruit* from Defendant for the services it rendered to Defendant in an amount to be determined at trial, but which is in no event less than \$500,000, of which Plaintiff has been paid \$300,000.

WHEREFORE, Plaintiff demands Judgment awarding it a fair and reasonable fee, as determined by the Court, and an Order granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
July 8, 2015

Yours, etc.,

JUDD BURSTEIN, P.C.
Plaintiff pro se

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